

BELLSOUTH TELECOMMUNICATIONS, INC.  
 BY: Operations Manager - Pricing  
 29G57, 675 W. Peachtree St., N.E.  
 Atlanta, Georgia 30375  
 ISSUED: FEBRUARY 27, 2004

TARIFF F.C.C. NO. 1  
 662ND REVISED PAGE 1  
 CANCELS 661ST REVISED PAGE 1

EFFECTIVE: FEBRUARY 28, 2004

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The Title Page and Pages 1 to 29-6 inclusive of this tariff are effective as of the date shown.

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Title	2nd	21.1	Original	55	8th
1	662nd*	22	23rd	56	5th
1.1	2nd	22.1	4th	57	6th
2	199th	23	7th	58	4th
2.1	66th	24	7th	59	7th
3	68th	25	10th	60	9th
3.1	10th	26	1st	61	3rd
4	161st	27	5th	62	7th
4.1	12th	27.0.1	3rd	63	3rd
5	135th	27.1	4th	63.1	3rd
5.1	90th	27.2	8th	64	4th
5.1.1	26th	27.3	4th	65	7th
6	94th	27.4	4th	66	3rd
6.1	29th	27.5	Original	67	9th
6.2	Original	27.5.1	Original	67.1	2nd
7	124th	27.6	5th	68	5th
8	49th	27.7	10th	69	5th
8.1	50th	27.7.1	3rd	69.1	Original
8.2	4th	27.8	1st	70	6th
9	42nd	27.9	2nd	70.1	1st
9.0.0.1	17th	28	6th	71	7th
9.0.0.2	4th	29	8th	72	11th
9.0.1	13th	30	2nd	72.1	5th
9.0.1.1	1st	31	8th	73	5th
9.0.2	7th	31.1	7th	74	7th
9.0.3	9th	32	7th	74.1	5th
9.0.3.1	1st	33	6th	75	10th
9.0.4	12th	34	6th	75.1	8th
9.0.4.1	Original	35	4th	75.2	15th
9.0.5	34th	36	5th	75.2.1	1st
9.0.5.1	16th*	37	5th	76	5th
9.0.5.2	7th	38	8th	77	3rd
9.1	Original	39	5th	1-1	6th
10	1st	40	7th	2-1	2nd
11	10th	41	3rd	2-2	4th
12	12th	42	6th	2-3	Original
12.1	5th	43	10th	2-4	Original
13	14th	44	7th	2-5	4th
14	6th	45	7th	2-6	1st
14.1	3rd	46	7th	2-7	1st
15	8th	47	2nd	2-8	2nd
16	3rd	48	5th	2-8.1	Original
17	14th	49	7th	2-9	1st
18	15th	50	5th	2-9.1	Original
18.1	4th	51	8th	2-10	Original
19	5th	52	5th	2-11	1st
20	13th	53	5th		
21	13th	54	8th		

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TARIFF F.C.C. NO. 1  
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25-77	Original	25-127	Original	25-177	Original*
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25-98	Original	25-148	Original	28-6	Original
25-99	Original	25-149	Original	28-7	Original
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25-101	1st	25-151	Original	28-9	Original
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All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.  
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ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.14 Contract Tariff – No. 012

(A) This Contract Tariff is valid for the period beginning March 1, 2004, and ending August 31, 2004.

(B) The regulations, terms and conditions provided herein shall apply to customers subscribing to Contract Tariff No. 012 in the Metropolitan Statistical Areas (MSAs) defined in 25.14.1.B below.

25.14.1 General Regulations

(A) Term and Renewal Options

- (1) Customers subscribing to this Contract Tariff must have an existing Area Commitment Plan (ACP) in service as of January 1, 2004. ACP is set forth in Section 2.4.8 of this Tariff and provides two term plans, i.e., ACP A (24 months to 48 months) and ACP B (49 months to 72 months).
- (2) Termination liability for ACP shall apply to services provided in this Contract Tariff as set forth in Section 2.4.8 of this Tariff.
- (3) The customer may elect to participate in this Contract Tariff by contacting a Company representative. The Company shall provide a Letter of Agreement (LOA), which will be executed by the customer's signature and acknowledged by a Company representative's signature. The signed LOA shall indicate the customer's understanding and agreement to the terms of this Contract Tariff and the effective date the customer elects to begin participation in this Contract Tariff.
- (4) The customer's effective date for participation in this Contract Tariff shall begin on the first calendar day of any month that falls within the specified contract period shown in 24.14(A) above. Customers requesting an effective date on the first calendar day of the beginning month of the contract period will have 15 business days from the start of the beginning month to indicate their election to participate in this Contract Tariff.

(B) Metropolitan Statistical Areas

Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach

(C) Description of Services

The credits provided in this Contract Tariff shall apply to Local Channels associated with DS1 (a.k.a. BellSouth SPA DS1) service.

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ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.14 Contract Tariff – No. 012 (Cont'd)

25.14.1 General Regulations

(D) Minimum Requirement

To be eligible for credits under this Contract Tariff, the customer must have a minimum of two consecutive months of positive net Local Channels for DS1 (a.k.a. BellSouth SPA DS1) service, which includes net Local Channels prior to the beginning month of the contract period specified in 25.14(A) preceding. Net Local Channels represent the difference between the Local Channels installed and the Local Channels disconnected within any given month. The customer's net Local Channels will be determined at the end of each month.

(E) Rates and Charges

Rates and charges for DS1 (a.k.a. BellSouth SPA DS1) service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services in Section 23.

(F) Classifications, Practices and Regulations

- (1) At the end of each month of the contract period, the customer must have achieved a minimum of 10% net Local Channels over the previous month's net Local Channels. The customer's net Local Channels must be positive for two consecutive months to qualify for credits at which time the customer may receive credits the second month, if applicable.
- (2) If the customer maintains the requirements in (1) above each month of the contract period, the customer shall receive a \$400 credit for each net Local Channel. Credit will be given each month up to a maximum of 15% of net Local Channels achieved over the previous month's net Local Channels.
- (3) Should the customer fail to achieve the requirements in (1) above, the customer will not qualify for a credit for such month. However, the customer may continue to participate for the duration of the specified contract period.
- (4) A maximum credit of 60% will be given for the entire contract period, which will be determined by summing the percentages of net Local Channels for those months qualifying for credit.
- (5) Credits the customer earns under this Contract Tariff will be accumulated and applied to the customer's bill within 75 days following the end date of this Contract Tariff.
- (6) Customers may subscribe to this Contract Tariff on or after the effective date. However, customers subscribing after the effective date may only participate for the duration of the Contract Tariff.
- (7) Applicable taxes will be computed based on the full tariff price for DS1 (a.k.a. BellSouth SPA DS1) service, and credits will be applied to the service's full tariff price. Credits will not be applied to taxes.